

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

In Re:

DHC REALTY, LLC,

Debtor,

DHC REALTY, LLC, CHOWAIKI
HOLDINGS, LLC, EL PASO DHC
ENTERPRISES, LLC, EL PASO DHC
ENTERPRISES FAR EAST, LLC,
EL PASO DHC ENTERPRISES
WEST, LLC, and DAVID CHOWAIKI

Plaintiffs,

v.

ARMANDO ARMENDARIZ,
YVETTE ARMENDARIZ, and
HECTOR ARMENDARIZ,

Defendants.

ARMANDO ARMENDARIZ and
YVETTE ARMENDARIZ

Counterclaimants

v.

DHC REALTY, LLC, CHOWAIKI
HOLDINGS, LLC, EL PASO DHC
ENTERPRISES, LLC, EL PASO DHC
ENTERPRISES FAR EAST, LLC,
EL PASO DHC ENTERPRISES
WEST, LLC, DAVID CHOWAIKI, and
HILEL CHOWAIKI

Counterdefendants

Case No.: 11-30977-hcm

Adversary No.: 12-03012-hcm

COUNTERCLAIMANTS' DAMAGES ANALYSIS

TO THE HONORABLE COURT:

Defendants and Counterclaimants Armando Armendariz and Yvette Armendariz, (collectively "Counterclaimants"), by their undersigned counsel, file the following Damages Analysis, as per the Court's Scheduling Order of September 6, 2012:

1. For assessing the damages for the unpaid personal loan of \$100,000.00 made by Counterclaimant Yvette Armendariz ("Yvette") to David Chowaiki ("Chowaiki"), the agreed upon interest rate of at least 12% per annum is used. Based upon this interest rate, as the loan continues to go unpaid, and interest continues to accrue, as of the date of filing of this analysis, the current amount owed on the personal loan is \$129,855.04. This figure is based on the daily interest accrual rate of \$32.88 taken from the 10% per annum interest rate. The beginning date of interest accrual is taken from the date of the last two cashier checks which furnished the personal loan to Chowaiki, June 7, 2010.
2. The damages for unpaid vacation pay due to Counterclaimant Armando Armendariz ("Armando"), is \$17,465.65. This amount is based on the seventy five unpaid vacation days due Armando per company policy and his rate of pay at time of termination.
3. Additional damages are sought for injuries suffered as a result of defamation and tortious interference. Although damages resulting from defamation may not readily be quantified, those resulting from tortious interference can be assessed if the interference impacts one's ability to find work. Counterclaimants contend that the tortious interference of Chowaiki has disrupted Armando's ability to conduct business and find work. Given this allegation, the rate of pay at the time of termination, and the days since Armando was terminated, it can be estimated that Armando has suffered approximately \$53,094.36 in lost wages.

Respectfully submitted,

FIRTH ♦ JOHNSTON ♦ MARTINEZ

Attorneys for Defendants
415 North Mesa, Suite 300
El Paso, Texas 79901
Phone: (915) 532-7500
Fax: (915) 532-7503

/s/ Christopher R. Johnston
CHRISTOPHER R. JOHNSTON
State Bar No. 10834200

DIAMOND LAW

Attorneys for Defendants
3800 North Mesa Street
El Paso, Texas 79902
Phone: (915) 532-3327
Fax: (915) 532-3355

/s/ Sidney J. Diamond
SIDNEY J. DIAMOND
State Bar No. 5803000

CERTIFICATE OF SERVICE

I, Sidney J. Diamond, do hereby certify that on November 30, 2012, a true and correct copy of the foregoing Counterclaimants' Damages Analysis, was served via electronic means as listed on the Court's ECF noticing system or by depositing the same in the United States Mail, properly addressed and postage prepaid, to the following parties:

THE DEBTOR:

DHC Realty, LLC
301 Williams
El Paso, TX 79901

THE DEBTOR'S ATTORNEY:

Corey W. Haugland
P.O. Box 1770
El Paso, TX 79949-1770

/s/ Sidney J. Diamond